The facts are as follows. Rent was payable in advance for the period July 5th to August 4th, 1947. On July 10th the attorney of the tenant sent by registered post to the landlord a cheque for the amount of the rent due. The cheque was drawn by the attorney.

On the previous occasion in June a cheque had been sent by the tenant and accepted. Before that the landlord had refused for a long time to accept rent. Finally 11 months rent was paid by cheque for the period up to June 4th.

When the June rent was sent it was accompanied by a letter in the following terms :—

> Herewith I tender a cheque on Indian Overseas Bank Ltd. for $70/- (Dollars seventy) only being the rent for the above premises for the period from 5th June to 4th July, 1947.
> Please acknowledge receipt and send me the rent receipt as early as possible.
> Should you desire cash I would be pleased to exchange cheque for cash.
> In future will you be kind enough to collect the rent at our place.

It is quite clear that a cheque is not good tender in the absence of an agreement to that effect. The previous acceptance of a cheque does not make a cheque good tender on subsequent occasions.

Here there had been two previous payments by cheque. On one of the occasions it had been a cheque of the tenant's solicitors; on the other that of the tenant himself. On the occasion in question it was the cheque of the tenant's attorney. In the absence of an agreement to the contrary the landlord was not obliged to accept a cheque. Even if the silence of the landlord on receipt of the letter set out above could be construed as an agreement to accept payment by cheque, it could only be construed as agreement to accept the cheque of the landlord himself.

I think that the refusal of the letter has the same effect as though the cheque had been tendered by the attorney in person.

I do not think that there is any material at all on which it would be possible to infer that the landlord has waived objection to the form of payment. The authorities cited are those where objection has been taken on different grounds. Here the landlord gave no grounds for his refusal. We cannot conjecture what grounds he would have given if he had decided to give any. In my opinion the learned District Judge has correctly applied the law to the facts of this case and the appeal must be dismissed.

Appeal dismissed with costs.

Appeal Dismissed.

ONG AH THOO v. REX.

[App. Crim. Juris. (Murray-Aynsley, C.J.) June 7, 1948]
[Singapore — Magistrate's Appeal No. 52 of 1948]

Criminal Procedure — Sentence — Report of Probation Officer.

In this case the learned Chief Justice held that the proper method of bringing in the report of a Probation Officer to help the Court in assessing sentence is for the Probation Officer to be called as a witness and to give the substance of the report as evidence.

MAGISTRATE'S APPEAL.

E. M. Tampoe Philips for the Appellant.

M. Buttrose (D. P. P.) for the Respondent.

Murray-Aynsley, C. J. : — In this case the appellant, a boy of about 16 years of age, had been convicted of stealing two tins of petrol. He was ordered by the learned Magistrate in charge of the Juvenile Court to be detained in the Boys' Home at Bukit Timah for two years. He appeals against conviction and sentence.

As regards the conviction, there was nothing to be said.

As regards sentence, I was very much assisted by a valuable report by the Probation Officer which contained information as to the circumstances of the appellant. He had the misfortune to lose his father early in life and, probably owing to the Japanese occupation, he had received very little education. In spite of this he seems to have worked as opportunity offered and to have helped to support his mother. At the time the offence was committed he had quite a good job, and seems to have been a good worker and to have given satisfaction to his employers. He had an uncle willing to stand surety for his good behaviour.

In the circumstances, although I realised that a stay in the Boys' Home might remedy the lack of education of the appellant, I considered that the case might be dealt with less drastically and that binding-over might be usefully resorted to; I therefore ordered accordingly.

There seems to have been some doubt in the mind of the learned Magistrate as to the proper method of bringing in the report of the Probation Officer. I think that the right way is for the Probation Officer to be called as a witness and to give the substance of the report as evidence. This is done by police officers who are able to furnish valuable reports in all criminal cases which are of great assistance to Judges when it comes to passing sentence.

Accused Bound Over.